

1872-3

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

NATHANIEL PHILLIPS,)	
)	
Plaintiff,)	
)	Case No. 1:17-cv-08882
v.)	
DOVENMUEHLE MORTGAGE, INC.;)	Judge: Hon. Ronald A. Guzman
NEIGHBORHOOD LENDING SERVICES, INC.;)	Magistrate Judge: Hon. Jeffery T. Gilbert
TRANSUNION, LLC; and)	
EQUIFAX INFORMATION SERVICES, LLC,)	
Defendants)	

DEFENDANT’S MOTION TO COMPEL DISCOVERY COMPLIANCE

Defendant, Neighborhood Lending Services, LLC (“Defendant” or “NLS”) by and through its attorneys, Kenneth K. Shaw and Robert E. Haney, hereby moves this court pursuant to Fed. R. Civ. Pro 37 for an order compelling Plaintiff to provide a copy of the settlement agreement entered into between Plaintiff and Transunion, LLC. In support hereof Defendant states as follows:

1. Plaintiff’s First Amended Complaint (“FAC”) [Doc.#36] beginning at paragraph 97 alleges that all four defendants (NLS, DMI, Equifax and Transunion) misreported credit information and/or failed to properly investigate credit disputes involving Plaintiff’s mortgage with NLS (“Account 9067”). As a result of this alleged credit mishandling, Plaintiff claims that all four defendants violated the Fair Credit Reporting Act (15 U.S.C. § 1681 et seq.) (“FCRA”). Plaintiff’s claims against the individual defendants are more specifically detailed as follows: Count VII (v. NLS), Count VIII (v. DMI), Count IX (v. Transunion) and Count X (v. Equifax). In all four FCRA counts Plaintiff claims an entitlement to the same damages against each defendant; actual damages, statutory damages, punitive damages, costs and attorney’s fees.

2. Plaintiff has settled his FCRA claim with Transunion and has entered into a settlement agreement with Transunion which specifies the agreed upon settlement terms including the monetary settlement amount paid by Transunion.

3. NLS served a request for Production of Documents on Plaintiff. The documents requested included a request for “All documents related to Plaintiff’s settlement with Transunion, LLC.” In response to the request Plaintiff objected and refused to provide the requested documents on the grounds that NLS’ request “seeks information that is protected by the terms of a confidential settlement agreement.” See Exhibit “A” hereto – Plaintiff’s Response to NLS’ Request for Production of Documents – Request #15.

4. Plaintiff’s refusal to tender the settlement agreement with Transunion was confirmed in an email communication from Plaintiff’s counsel dated September 6, 2018. See Exhibit “B” hereto. In that communication Plaintiff’s counsel suggests that in order to obtain the settlement agreement NLS’ counsel should “file the appropriate motion.”

5. Thereafter, in accordance with Local Rule 37.2, undersigned counsel spoke with Plaintiff’s counsel, Majdi Hijazin, in person at approximately 1 pm on October 2, 2018. Despite good faith efforts by Defendant’s counsel to reach an accord, the parties were unable to reach an accord regarding production of the settlement agreement and Plaintiff’s counsel has confirmed that he intends to maintain his objection to production of the settlement agreement between Plaintiff and Transunion.

6. In *White v. Kenneth Warren and Son Ltd.*, 203 F.R.D. 364 (N.D. 2001) the court considered a nonsettling defendant’s request for discovery concerning the settlement agreement entered into by another defendant. The court in *White* permitted discovery of the settlement agreement pursuant to a protective order as the agreement was relevant to the issue of liability for the remaining defendants because of the overlapping claims. This court should adopt the

same reasoning as the court in *White* and compel production of the settlement agreement. As in *White*, there is substantial overlap of the claims made by Plaintiff. Plaintiff, in this case, claims the same damages against all four Defendants for the alleged mishandling of the same credit information. Thus, as in *White*, the settlement agreement is relevant and will allow the remaining defendants to assess any remaining liability. There is already a protective order in place which will serve to protect Plaintiff's concerns for confidentiality.

WHEREFORE, Defendant, Neighborhood Lending Services, Inc., requests that this Court compel Plaintiff to produce the settlement agreement entered into between Plaintiff and Transunion.

/s/ Robert E. Haney
One of the Attorneys for Defendant
Neighborhood Lending Services, Inc.

Robert E. Haney #6189905
Noonan & Lieberman, Ltd.
105 W. Adams, Suite 1800
Chicago, Illinois 60603
312-431-1455
rhaney@noonanandlieberman.com

1872-3

**IN THE UNITED STATES DISTRICT COURT
FOR THE NORTHERN DISTRICT OF ILLINOIS
EASTERN DIVISION**

NATHANIEL PHILLIPS,)	
)	
Plaintiff,)	Case No. 1:17-cv-08882
)	
v.)	
DOVENMUEHLE MORTGAGE, INC.;)	Judge: Hon. Ronald A. Guzman
NEIGHBORHOOD LENDING SERVICES, INC.;)	Magistrate Judge: Hon. Jeffery T. Gilbert
TRANSUNION, LLC; and)	
EQUIFAX INFORMATION SERVICES, LLC,)	
Defendants)	

CERTIFICATE OF SERVICE

I HEREBY CERTIFY that true and correct copies of the foregoing DEFENDANT'S MOTION TO COMPEL DISCOVERY COMPLIANCE was served by electronic filing with the clerk of the Court (ECF) on the following parties or their attorneys:

Majdi Y. Hijazin, of Counsel
Mohammed Omar Badwan
Ahmad Tayseer Suliman
Sulaiman Law Group, Ltd.
2500 South Highland Ave., Suite 200
Lombard, IL 60148

Counsel for Plaintiff

Isaac J. Colunga
Kelsey Nicole Weyhing
ICE MILLER LLP
200 West Madison St., Suite 3500
Chicago, IL 60606

Counsel for Dovenmuehle Mortgage, Inc.

Kenneth Kline Shaw, Jr.
Kropik, Papuga & Shaw
120 South LaSalle Street, Suite 1930
Chicago, IL 60603
Counsel for Neighborhood Lending Services, Inc.

Misty L. Peterson
King & Spalding LLP
1180 Peachtrete St., N.E.
Atlanta, GA 30309

Rodney L. Lewis
Mary Kathryn Curry
Polsinelli PC
150 N. Riverside Plaza, Suite 3000
Chicago, IL 60606
Counsel for Equifax Information Services, LLC

Cory E. Emmons
William R. Brown
Schuckit & Associates, P.C.
4545 Northwestern Dr.
Zionsville, IN 46077

Michael Joseph Sreenan
1341 West Fullerton Ave, No. 175
Chicago, IL 60614
***Counsel for TransUnion, LLC
via ECF & Regular Mail***

on November 12, 2018.

Respectfully submitted,

/s/ Robert E. Haney
One of the Attorneys for Defendants

James V. Noonan #6200366
Solomon Maman #6299407
Robert E. Haney #6189905
Noonan & Lieberman, Ltd.
105 W. Adams, Suite 1800
Chicago, Illinois 60603
312-431-1455
jnoonan@noonanandlieberman.com
smaman@noonanandlieberman.com
rhaney@noonanandlieberman.com